

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI92566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMVEST CAPITAL IV, L.P.		12/23/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Company Name:	CCP Agency, LLC		
Street Address:	525 Okeechobee Boulevard		
Internal Address:	Suite 1050		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5332376	KOZMOS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	604-643-5906		
Email:	Van-IPdocketing@mccarthy.ca		
Correspondent Name:	Mr. Jeff Sun		
Address Line 1:	c/o McCarthy Tétrault LLP		
Address Line 2:	745 Thurlow Street, Suite 2400		
Address Line 4:	Vancouver, CANADA V6E 0C5		
ATTORNEY DOCKET NUMBER:	223358-538317		
NAME OF SUBMITTER:	Claire McGrath		
SIGNATURE:	Claire McGrath		
DATE SIGNED:	04/17/2024		
Total Attachments: 18			
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page1.tif			
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page2.tif			

CH \$40.00.00 86639170

source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page3.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page4.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page5.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page6.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page7.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page8.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page9.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page10.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page11.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page12.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page13.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page14.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page15.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page16.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page17.tif
source=Comvest_Cash4You - Resignation Consent and Appointment Agreement EXECUTED#page18.tif

RESIGNATION, CONSENT AND APPOINTMENT AGREEMENT

This Resignation, Consent and Appointment Agreement (this “Agreement”) is entered into as of December 23, 2020, but effective for all purposes as of the Effective Date (as defined below), by and among (i) COMVEST CAPITAL IV, L.P. (in its individual capacity, “Comvest”), as the Agent (in such capacity, the “Exiting Agent”) under the Credit Agreement (as defined below), (ii) the Lenders under, and as defined in, the Credit Agreement (the “Exiting Lenders”) constituting the Required Lenders thereunder, (iii) CCP AGENCY, LLC, a Delaware limited liability company, as the successor Agent under the Credit Agreement (in such capacity, the “Successor Agent”), (iv) certain Affiliates of Comvest (the “New Lenders”) identified as “Assignees” under that certain Assignment and Acceptance Agreement, dated as of the Effective Date, by and among the Exiting Agent, the Exiting Lenders, as assignors, and the New Lenders (the “2020 Assignment Agreement”), (v) CASH 4 YOU CORP., an Ontario corporation (the “Borrower”), and (vi) PARADIGM FINANCIAL HOLDINGS LTD., an Ontario corporation and sole equity holder of the Borrower (the “Parent”). Defined terms in the Credit Agreement have the same meanings where used herein, unless otherwise defined.

RECITALS

WHEREAS, the Borrower, Parent, the Exiting Agent, the Exiting Lenders and the other lenders from time to time party thereto, have entered into that certain Credit Agreement, dated as of December 15, 2017 (as amended by that certain First Amendment to Credit Agreement, dated as of June 25, 2018, that certain Limited Waiver and Second Amendment to Credit Agreement, dated as of April 16, 2019, that certain Limited Waiver and Third Amendment to Credit Agreement, dated as of October 17, 2019, that certain Limited Waiver and Fourth Amendment to Credit Agreement, dated as of December 3, 2019, that certain Fifth Amendment to Credit Agreement, dated as of May 26, 2020, that certain Sixth Amendment to Credit Agreement, dated as of December 9, 2020, and as may have been further amended, restated, supplemented, or otherwise modified heretofore, the “Credit Agreement”);

WHEREAS, the Exiting Agent desires to resign as Agent under the Credit Agreement and the other Loan Documents and appoint the Successor Agent as Agent under the Credit Agreement and the other Loan Documents with the consent of the Borrower, Parent and the Required Lenders;

WHEREAS, the Borrower, Parent and the Required Lenders desire to ratify the appointment of the Successor Agent as Agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, the Successor Agent wishes to accept the appointment as Agent under the Credit Agreement and the other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Agency Resignation, Consent and Appointment.

(a) As of the Effective Date (as defined below): (i) the Exiting Agent hereby irrevocably resigns as the Agent as provided under Section 10.09 of the Credit Agreement and shall have no further obligations under the Loan Documents in such capacities, except to the extent of any obligation expressly stated herein as surviving any such resignation; (ii) the Required Lenders hereby irrevocably appoint the Successor Agent as successor Agent under the Credit Agreement and the other Loan Documents effective as of the Effective Date; (iii) the Required Lenders hereby waive any notice requirement provided for under Section 10.09 of the Credit Agreement in respect

of such resignation; (iv) the Borrower, Parent and each Lender hereby acknowledge and irrevocably consent (to the extent such consent is required under the Credit Agreement) to the appointment of the Successor Agent as Successor Agent under the Credit Agreement and the other Loan Documents; (v) the Successor Agent hereby irrevocably accepts its appointment as successor Agent under the Credit Agreement and the other Loan Documents effective as of the Effective Date; (vi) the Successor Agent shall bear no responsibility for any actions taken or omitted to be taken by the Exiting Agent during or after the Exiting Agent's time serving as Agent under the Credit Agreement and the other Loan Documents; (vii) the Exiting Agent shall bear no responsibility for any actions taken or omitted to be taken by the Successor Agent during or after the Exiting Agent's time serving as Agent under the Credit Agreement and the other Loan Documents; and (viii) the parties hereto authorize each of the Exiting Agent and the Successor Agent, at the Borrower's expense, to file any PPSA financing change statements, notices of intellectual property security interests and other registrations, notices and filings in respect of the Collateral and the Security Documents as the Successor Agent reasonably deems necessary or desirable and each party hereto agrees to promptly execute and deliver any documentation and to take such other actions as may reasonably be necessary to effect the foregoing and to evidence the resignation and appointment described herein.

(b) The parties hereto hereby confirm that the Successor Agent succeeds to the rights and obligations of the Exiting Agent under the Credit Agreement, the other Loan Documents and the Collateral and becomes vested with all of the rights, powers, privileges and duties of the Agent under each of the Loan Documents and the Collateral, and the Exiting Agent is discharged from all of its duties and obligations as the Agent under the Credit Agreement and the other Loan Documents (except to the extent of any obligation expressly stated herein as surviving such resignation) and the Collateral, in each case, as of the Effective Date. The Successor Agent hereby acknowledges that (i) neither the Exiting Agent nor any of its Related Parties (as defined below) has made or shall be deemed to have made any representation or warranty to the Successor Agent other than as expressly set forth herein and (ii) the Successor Agent has, independently and without reliance upon the Exiting Agent or any of its Related Parties, made its own decision to enter into this Agreement and the transactions contemplated hereby.

(c) The parties hereto hereby confirm that, as of the Effective Date, all of the provisions of the Loan Documents, including, without limitation, Article X and Section 9.02 of the Credit Agreement and Sections 13 and 27 of the Loan Party Guarantee to the extent they pertain to the Exiting Agent, continue in effect for the benefit of the Exiting Agent, Exiting Agent's Affiliates and Exiting Agent's and such Affiliates' partners, members, managers, directors, officers, employees, agents, sub-agents, trustees, administrators, managers, advisors and representatives (collectively, the "Related Parties") in respect of any actions taken or omitted to be taken by any of them while the Exiting Agent was acting as Agent and inure to the benefit of the Exiting Agent. In addition, the parties hereto hereby confirm that Sections 9.02 and 10.07 of the Credit Agreement and Sections 13 and 27 of the Loan Party Guarantee apply in all respects to this Agreement for the benefit of the Exiting Agent, the Successor Agent and each of their Related Parties in respect of any actions taken or omitted to be taken by any of them in connection with this Agreement or the transactions contemplated hereby.

(d) Effective as of the Effective Date, the Exiting Agent hereby irrevocably assigns to the Successor Agent, for the ratable benefit of the Lenders, the Warrant Holder and any other secured persons on whose behalf it may be acting under any Security Documents included within the Loan Documents (collectively, the "Secured Parties"), all of Exiting Agent's right, title and interest in, to and under (i) each of the Liens, security interests and other rights granted to the Exiting Agent, for the ratable benefit of the Secured Parties, under the Credit Agreement and the other Loan Documents, (ii) the Credit Agreement, (iii) the other Loan Documents, (iv) the

Collateral, (v) any powers of attorney and any other rights and interests granted to Exiting Agent in connection with the Credit Agreement and (vi) all proceeds of the foregoing, and, in each case, the Successor Agent hereby irrevocably assumes all of the foregoing for its benefit and for the benefit of the Secured Parties. The Collateral is assigned as is, where is and with all faults, deficiencies and defects, latent or patent, known or unknown.

(e) On and after the Effective Date, all possessory collateral held by the Exiting Agent for the benefit of the Secured Parties shall be deemed to be held by the Exiting Agent as agent and bailee for the Successor Agent for the benefit of the Secured Parties until such time as such possessory collateral has been delivered to the Successor Agent. Notwithstanding anything herein to the contrary or the effectiveness of the terms hereof, each Loan Party agrees that all of such Liens, security interests and other rights granted by any Loan Party, shall in all respects be continuing and in effect and are hereby ratified and reaffirmed by each Loan Party. Without limiting the generality of the foregoing: (i) any reference to the Exiting Agent on any publicly or non-publicly filed document, to the extent such filing relates to the Liens, security interests and other rights in the Collateral assigned hereby and until such filing is modified to reflect the interests of the Successor Agent, shall, with respect to such Liens, security interests and other rights, constitute a reference to the Exiting Agent as collateral representative of the Successor Agent; (ii) any reference to the Exiting Agent as an insured or additional insured and/or loss payee under any insurance required to be maintained pursuant to the Loan Documents shall, until the Successor Agent is substituted as an insured or additional insured and/or loss payee thereunder, constitute a reference to the Exiting Agent as sub-agent of the Successor Agent; and (iii) any reference to the Exiting Agent in any collateral agreement, mortgage, intellectual property security agreement or other Security Document shall, until the Successor Agent is substituted thereunder (whether pursuant to this Agreement, by operation of law or, if required, by subsequent amendment, assignment, filing or other instrument), constitute a reference to the Exiting Agent as sub-agent of the Successor Agent; provided, that in each case of clauses (i), (ii) and (iii) the parties hereto agree that the Exiting Agent's role as such collateral representative shall impose no duties, obligations, or liabilities on the Exiting Agent, including, without limitation, any duty to take any type of direction regarding any action to be taken against such Collateral, whether such direction comes from the Successor Agent, the Required Lenders, the Borrower, Parent, or otherwise and the Exiting Agent shall have the full benefit of the protective provisions of Article X of the Credit Agreement including, without limitation, Section 10.03 and Section 10.07, while serving in such capacity.

(f) On or promptly after the Effective Date, the Exiting Agent shall, in each case, at the Borrower's expense, (i) execute and/or furnish all documents, agreements or instruments as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Exiting Agent under the Loan Documents, in its capacity as Agent, to the Successor Agent, and (ii) take actions reasonably requested by the Successor Agent to facilitate the transfer of information to the Successor Agent in connection with the Loan Documents. The Borrower hereby consents to all actions taken by the Exiting Agent and the Successor Agent pursuant to the immediately preceding sentence.

2. Amendments. The parties hereto deem it reasonably necessary and appropriate to make the following modifications to the Credit Agreement and the other Loan Documents in order to effectuate the purpose of this Agreement, the Parties hereby agree and acknowledge that, from and after the Effective Date, Successor Agent shall be, and shall be deemed to be, the Agent under the Credit Agreement and the other Loan Documents.

3. Address for Notices. As of the Effective Date, the address of the “Agent” for the purposes of Section 9.06 of the Credit Agreement and each other Loan Document shall be as follows:

CCP Agency, LLC
525 Okeechobee Boulevard, Suite 1050
West Palm Beach, Florida 33401
Attention: Jason Gelberd and Cash 4 You Corp. Account Manager
Facsimile: (561) 727-2100

4. Representations and Warranties.

(a) Exiting Agent hereby represents and warrants on and as of the date hereof and on and as of the Effective Date that (i) it is legally authorized to enter into this Agreement, (ii) it has duly executed and delivered this Agreement, and (iii) this Agreement is a legal, valid and binding agreement of it, enforceable against it in accordance with its terms, except as may be limited by the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting the rights or remedies of creditors or by general equitable principles relating to enforceability (whether enforcement is sought in equity or at law).

(b) Successor Agent hereby represents and warrants on and as of the date hereof and on and as of the Effective Date that (i) it is legally authorized to enter into this Agreement, (ii) it has duly executed and delivered this Agreement and (iii) this Agreement is a legal, valid and binding agreement of it, enforceable against it in accordance with its terms, except as may be limited by the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting the rights or remedies of creditors or by general equitable principles relating to enforceability (whether enforcement is sought in equity or at law).

(c) The Borrower and Parent each hereby represents and warrants on and as of the date hereof and on and as of the Effective Date that (i) it is legally authorized to enter into this Agreement, (ii) it has duly executed and delivered this Agreement, and (iii) this Agreement is a legal, valid and binding agreement of it, enforceable against it in accordance with its terms, except as may be limited by the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting the rights or remedies of creditors or by general equitable principles relating to enforceability (whether enforcement is sought in equity or at law).

(d) Other than as expressly set forth herein, this Agreement is made without representation or warranty of any kind, nature or description on the part of any party hereto; provided that the foregoing shall not affect any of the covenants or agreements contained in the other paragraphs hereof. Without limiting the generality of the foregoing, the Successor Agent acknowledges that the Exiting Agent has not made any representation or warranty to the Successor Agent as to the financial condition of the Borrower or Parent or the value, collectability or realization of any Collateral or any Obligations of the Loan Parties or as to the legality, validity, enforceability, perfection or priority of any Obligations of the Loan Parties or the Collateral. The Successor Agent acknowledges that it has made, to the extent determined by it to be necessary or prudent, its own independent investigation and determination of the foregoing matters and all other matters pertaining to its appointment as Agent under the Credit Agreement.

5. Conditions Precedent to Effectiveness. For purposes of this Agreement, the term “Effective Date” means the first date on which all of the following conditions have been satisfied:

(a) Each of the parties hereto shall have executed and delivered this Agreement;

(b) The Exiting Agent shall have received from the Borrower payment in immediately available funds of all documented costs, expenses, accrued and unpaid fees and other amounts payable to it as the Exiting Agent pursuant to the Loan Documents;

(c) All accrued interest on the Loans outstanding immediately prior to the Effective Date, whether or not due and payable, and all other fees and amounts owed to the Exiting Agent shall have been paid in full in a manner reasonably satisfactory to the Exiting Agent; and

(d) The Exiting Agent shall have received a duly executed copy of that certain Assignment and Acceptance Agreement, dated as of the date hereof (the “2020 Lender Assignment Agreement”) by and among the Exiting Lenders, the Exiting Agent and the New Lenders and contemporaneously with the Effective Date, the Loans shall have been assigned to the New Lenders, in accordance with the terms thereof.

6. Further Assurances.

(a) Without limiting their obligations in any way under any of the Loan Documents, each of the Borrower and Parent reaffirms and acknowledges its obligations to the Successor Agent and Lenders with respect to the Credit Agreement and the other Loan Documents and that the delivery of any agreements, instruments or any other document and any other actions taken or to be taken shall be to the satisfaction of Successor Agent notwithstanding whether any of the foregoing was or were previously satisfactory to the Exiting Agent.

(b) Each of the Borrower and Parent agrees that, following the Effective Date, it shall furnish, at the Borrower’s expense, additional releases, amendment or termination statements and such other documents, instruments and agreements as are customary and may be reasonably requested by the Successor Agent from time to time in order to effect the matters covered hereby.

(c) The Borrower shall promptly reimburse the Exiting Agent for all reasonable and documented out-of-pocket costs and expenses (including, without limitation, reasonable fees and expenses of counsel) incurred by the Exiting Agent in connection with any actions taken pursuant to this Agreement in accordance with Section 9.02 of the Credit Agreement.

7. Return of Payments.

(a) In the event that, after the Effective Date, the Exiting Agent receives any principal, interest or other amount owing to any Lender or the Successor Agent under the Credit Agreement or any other Loan Document, the Exiting Agent agrees that such payment shall be held in trust for the Successor Agent, and the Exiting Agent shall return such payment to the Successor Agent for payment to the Person entitled thereto.

(b) In the event that, after the Effective Date, the Successor Agent receives any principal, interest or other amount owing to Exiting Agent under the Credit Agreement or any other Loan Document, the Successor Agent agrees that such payment shall be held in trust for the Exiting Agent, and the Successor Agent shall return such payment to the Exiting Agent.

8. Acknowledgements Regarding Exiting Agent and Successor Agent.

It is acknowledged and agreed by each of the parties hereto that the Exiting Agent (i) shall not be required to take any action or exercise any right, power or privilege (including, without limitation, the exercise of any rights or remedies under the Loan Documents) under the Loan Documents unless

expressly requested in writing by the Successor Agent or otherwise required by the Loan Documents and any document, instrument or agreement to be furnished or executed by, or other action to be taken by, the Exiting Agent shall be reasonably satisfactory to it, (ii) shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper person, (iii) may also rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon and (iv) may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9. Release. Each of the Borrower and Parent hereby acknowledges and agrees that: (a) neither it nor any of its Subsidiaries has any claim or cause of action against the Exiting Agent (or any of its Related Parties in their capacities for the Exiting Agent) in connection with the Loan Documents and (b) the Exiting Agent has heretofore properly performed and satisfied in a timely manner all of its obligations to the Loan Parties and their Subsidiaries under the Credit Agreement and the other Loan Documents that are required to have been performed on or prior to the date hereof. Notwithstanding the foregoing, the Exiting Agent wishes (and each of the Borrower, and Parent agrees) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of the Exiting Agent's rights, interests, security and/or remedies under the Credit Agreement and the other Loan Documents. Accordingly, for and in consideration of the agreements contained in this Agreement and other good and valuable consideration, each of the Borrower and Parent (for itself and its Subsidiaries and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release and forever discharge the Exiting Agent and each of its Related Parties (collectively, the "Released Parties") from any and all debts, claims, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done on or prior to the Effective Date directly arising out of, connected with or related to this Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of the Exiting Agent contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of the Loans or other advances, or the management of such Loans or advances or the Collateral.

10. Indemnity.

(a) Each of the Borrower and Parent agrees to defend (subject to Indemnitees' selection of counsel), indemnify, pay and hold harmless, the Exiting Agent and each of its Related Parties (each, an "Indemnitee"), from and against any and all Indemnified Liabilities. THE FOREGOING INDEMNIFICATION SHALL APPLY WHETHER OR NOT SUCH INDEMNIFIED LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY, OR ARE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY ANY INDEMNITEE. Notwithstanding the foregoing two sentences, none of the Borrower or Parent shall have any obligation to any Indemnitee hereunder with respect to any Indemnified Liabilities to the extent such Indemnified Liabilities arise from the gross negligence or willful misconduct of such Indemnitee, in each case, as determined by a final, non-appealable judgment of a court of competent jurisdiction. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this Section 10 may be unenforceable in whole or in part because they are violative of any law or public policy, the Borrower and/or Parent, as applicable, shall contribute the maximum portion that it is permitted to pay and satisfy

under Applicable Law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them.

(b) To the extent permitted by Applicable Law, none of the Borrower, Parent and the Successor Agent shall assert, and each of the Borrower, Parent and the Successor Agent hereby waives, any claim against the Exiting Agent and its Related Parties, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and the Borrower hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(c) Each of the Borrower, Parent and the Successor Agent also agrees that none of the Exiting Agent nor its Related Parties will have any liability to any of the Borrower, Parent and the Successor Agent or any person asserting claims on behalf of or in right of any of the Borrower, Parent and the Successor Agent or any other person in connection with or as a result of the performance or administration of this Agreement or any Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, in each case, except in the case of any of the Borrower, Parent and the Successor Agent to the extent that any losses, claims, damages, liabilities or expenses incurred by such entity or its affiliates, shareholders, partners or other equity holders have been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Exiting Agent or its Related Parties in performing its obligations under this Agreement or any Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein; provided that in no event and under no circumstances will the Exiting Agent or its Related Parties have any liability for any indirect, consequential, special or punitive damages in connection with or as a result of the Exiting Agent's or its Related Parties' activities related to this Agreement or any Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein irrespective of whether the Exiting Agent, or its Related Parties had been advised or knew of the likelihood of such loss or damage regardless of the form of action.

(d) Parent agrees to reimburse each of the Indemnitees for all costs and expenses incurred by them (including the reasonable fees and expenses of legal counsel) in connection with (i) any Default or Event of Default and any enforcement or collection proceeding resulting therefrom, including all manner of participation in or other involvement with (x) bankruptcy, insolvency, receivership, foreclosure, winding up or liquidation proceedings, (y) judicial or regulatory proceedings and (z) workout, restructuring or other negotiations or proceedings (whether or not the workout, restructuring or transaction contemplated thereby is consummated) and (ii) the enforcement of this Section 10, and all such reasonable costs and expenses shall be Obligations entitled to the benefits of the collateral security provided pursuant to the Loan Documents.

(e) Parent agrees to pay, and to hold each Indemnitee harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (collectively, "Liabilities") with respect to or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable or in connection with any of the transactions contemplated by this Agreement, except for any Liabilities that result from the gross negligence or willful misconduct of any Agent or any Lender.

(f) Parent agrees to pay, and to hold each Indemnitee harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 9.02 of the Credit Agreement and except for any Liabilities that result from the gross negligence or willful misconduct of Agent or any Lender.

(g) The agreements in this Section 10 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument. Delivery of this Agreement by facsimile or email transmission or other electronic means shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed”, “signature”, and words of like import in this Amendment shall be deemed to include electronic signature of the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be.

13. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof. Delivery of this Agreement by facsimile or email transmission or other electronic means shall be effective as delivery of a manually executed counterpart hereof.

14. Interpretation. This Agreement is a Loan Document for the purposes of the Credit Agreement.

15. Confirmation of Guaranties and Collateral.

(a) By signing this Agreement, each Loan Party hereby confirms that (i) the obligations of the Loan Parties under the Credit Agreement as modified hereby and the other Loan Documents (x) are entitled to the benefits of the guarantees set forth in the Loan Party Guarantee and (y) constitute Obligations, and (ii) notwithstanding the effectiveness of the terms hereof, the Loan Party Guarantee is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects.

(b) By signing this Agreement, each of the Borrower and Parent reaffirms the security interests granted under the terms and conditions of the Collateral Agreement and agrees that such security interests remain in full force and effect and are hereby ratified, reaffirmed and confirmed in each case after giving effect to this Agreement. Each Loan Party hereby (i) confirms that all Collateral encumbered thereby will continue to secure to the fullest extent possible in accordance with the Loan Documents, the payment and performance of the Secured Obligations (as defined in the Collateral Agreement), including without limitation the payment and performance of all such applicable Secured Obligations that are joint and several obligations of each Loan Party now or hereafter existing and (ii) confirms its respective grant to the Agent for the benefit of the Secured Parties of the security interest in and continuing Lien on all of such Loan Party's right, title and interest in, to and under all Collateral, in each case whether now owned or existing or hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all applicable Secured Obligations, to the extent set forth, and subject to the terms contained, in the Loan Documents.

16. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THE LOAN DOCUMENTS AND THE OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND FEDERAL LAWS OF CANADA APPLICABLE IN ONTARIO.

17. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (UNLESS EXPRESSLY PROVIDED OTHERWISE IN SUCH OTHER LOAN DOCUMENT) SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE PROVINCE OF ONTARIO; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, IN AGENT'S SOLE DISCRETION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND, AND EACH PARTY HERETO, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY CONSENTS TO THE JURISDICTION OF THE AFOREMENTIONED COURTS. EACH PARTY HERETO HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. EACH PARTY HERETO EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR, ANY OTHER LOAN DOCUMENT, OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE OTHER TRANSACTION DOCUMENTS, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

18. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic or legal effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

19. Entire Agreement. This Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

EXITING AGENT:

COMVEST CAPITAL IV, L.P.

By: Comvest Capital IV Partners, L.P., its general partner

By: Comvest Capital IV Partners UGP, LLC, its general partner

DocuSigned by:

EC8F4E54555D46B...

By: _____

Name: Jason Gelberd

Title: Partner

EXITING LENDERS:

COMVEST CAPITAL IV, L.P.

By: Comvest Capital IV Partners, L.P., its general partner

By: Comvest Capital IV Partners UGP, LLC, its general partner

DocuSigned by:

EC8F4E54555D46B...

By: _____

Name: Jason Gelberd

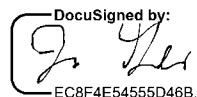
Title: Partner

COMVEST CAPITAL IV DB SPV, LLC

By: Comvest Capital IV, L.P., its sole member

By: Comvest Capital IV Partners, L.P., its general partner

By: Comvest Capital IV Partners UGP, LLC, its general partner

DocuSigned by:

EC8F4E54555D46B...

By: _____

Name: Jason Gelberd

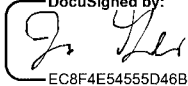
Title: Partner

COMVEST CAPITAL IV DB OFFSHORE SPV,
LLC

By: Comvest Capital IV International, L.P., its sole
member

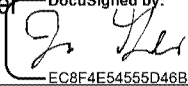
By: Comvest Capital IV Partners, L.P., its general
partner

By: Comvest Capital IV Partners UGP, LLC, its general
partner

By: 
EC8F4E54555D46B...
Name: Jason Gelber
Title: Partner

COMVEST CAPITAL IV (LUXEMBOURG)
MASTER FUND, SCSP

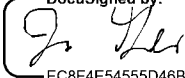
By: Comvest Capital Advisors, LLC, as investment
manager

By: 
EC8F4E54555D46B...
Name: Jason Gelber
Title: Partner

COMVEST CAPITAL IV INTERNATIONAL, L.P.

By: ComVest Capital IV Partners, L.P., its general partner

By: ComVest Capital IV Partners UGP, LLC, its general partner

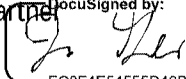
DocuSigned by:

By: _____
EC8F4E54555D46B...

Name: Jason Gelberd
Title: Partner

COMVEST CAPITAL III, L.P.

By: ComVest Capital III Partners, L.P., its General Partner

By: ComVest Capital III Partners UGP, LLC, its General Partner

DocuSigned by:

By: _____
EC8F4E54555D46B...

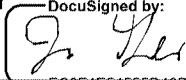
Name: Jason Gelberd
Title: Partner

COMVEST CAPITAL III SPV, LLC

By: Comvest Capital III, L.P., its sole member

By: Comvest Capital III Partners, L.P., its general partner

By: Comvest Capital III Partners UGP, LLC, its general partner

DocuSigned by:

By: _____
EC8F4E54555D46B...

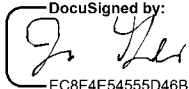
Name: Jason Gelberd
Title: Partner

COMVEST CAPITAL III OFFSHORE SPV, LLC

By: Comvest Capital III International, L.P., its sole member

By: Comvest Capital III Partners, L.P., its general partner

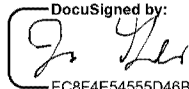
By: Comvest Capital III Partners UGP, LLC, its general partner

By:  EC8F4E54555D46B...
Name: Jason Gelberd
Title: Partner

COMVEST CAPITAL III INTERNATIONAL, L.P.

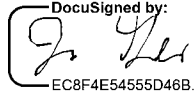
By: ComVest Capital III Partners, L.P., its general partner

By: ComVest Capital III Partners UGP, LLC, its general partner

By:  EC8F4E54555D46B...
Name: Jason Gelberd
Title: Partner

SUCCESSOR AGENT:

CCP AGENCY, LLC

DocuSigned by:

EC8F4E54555D46B...

By: _____
Name: Jason Gelberd
Title: Partner

NEW LENDERS:

COMVEST CREDIT PARTNERS V, L.P.

By: Comvest Credit V GP, L.P., its General Partner

By: Comvest Credit V UGP, LLC, its General Partner

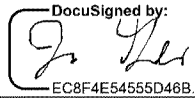
DocuSigned by:

EC8F4E54555D46B...

By: _____
Name: Jason Gelberd
Title: Partner

COMVEST CREDIT PARTNERS V
(LUXEMBOURG) MASTER FUND, SCSP

By: Comvest Capital Advisors, LLC, as
investment manager

DocuSigned by:

EC8F4E54555D46B...

By: _____
Name: Jason Gelberd
Title: Partner

COMVEST CREDIT PARTNERS V (DELAWARE)
MASTER FUND, L.P.

By: Comvest Credit V GP, L.P., its General Partner

By: Comvest Credit V UGP, LLC, its General Partner

DocuSigned by:

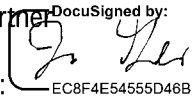
EC8F4E54555D46B...

By: _____
Name: Jason Gelberd
Title: Partner

COMVEST CAPITAL IV, L.P.

By: Comvest Capital IV Partners, L.P., its general partner

By: Comvest Capital IV Partners UGP, LLC, its general partner

DocuSigned by:

By: _____
EC8F4E54555D46B...

Name: Jason Gelberd
Title: Partner

COMVEST CAPITAL IV (LUXEMBOURG)
MASTER FUND, SCSP

By: Comvest Capital Advisors, LLC, as investment manager

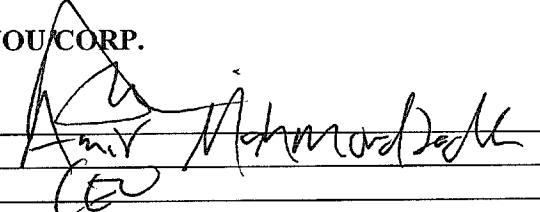
DocuSigned by:

By: _____
EC8F4E54555D46B...

Name: Jason Gelberd
Title: Partner

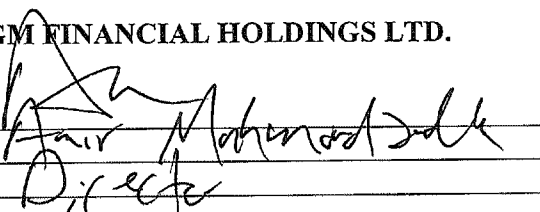
BORROWER:

CASH 4 YOU CORP.

By: 
Name: Amir Mohamed Saleh
Title: CEO

PARENT:

PARADIGM FINANCIAL HOLDINGS LTD.

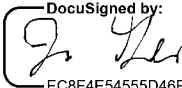
By: 
Name: Amir Mohamed Saleh
Title: Director

COMVEST CAPITAL IV DB SPV, LLC

By: Comvest Capital IV, L.P., its sole member

By: Comvest Capital IV Partners, L.P., its general partner

By: Comvest Capital IV Partners UGP, LLC, its general partner

DocuSigned by:


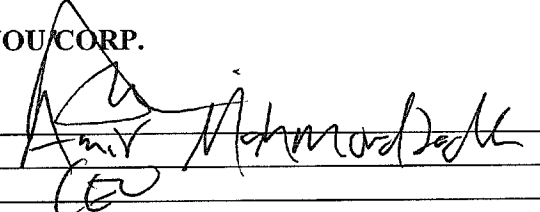
By: _____
EC8F4E54555D46B...

Name: Jason Gelberd

Title: Partner

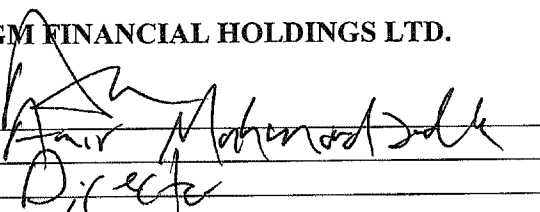
BORROWER:

CASH 4 YOU CORP.

By: 
Name: Amir Mohamed Saleh
Title: CEO

PARENT:

PARADIGM FINANCIAL HOLDINGS LTD.

By: 
Name: Amir Mohamed Saleh
Title: Director